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PUBLIC EMPLOYMENT
RELATIONS BOARD

INDIANOLA COMMUNITY SCHOOL DISTRICT

MASTER CONTRACT

2006-08

TABLE OF CONTENTS

PAGE

SECTION A

Preamble	1
Article I Recognition	1
Article II Employee Rights	2
Article III Association Rights	2
Article IV Procedure for Negotiations	3
Article V Grievance Procedure	4
Article VI Dues Deduction	6
Article VII Other Payroll Deductions	7

SECTION B

Article VIII Leaves of Absence	7
Article IX Employee Hours/Work Year	12
Article X Safety	14
Article XI Staff Reduction/Recall	15
Article XII Performance Review Process	18
Article XIII Formal Coach Evaluation	21
Article XIV Assignment/Reassignment Procedures	23
Article XV Transfer Procedures	23
Article XVI Professional Development and Educational Improvement	24
Article XVII Supervision of Student Teachers	24

SECTION C - ASSOCIATES

Article XVIII Introductory Period	25
Article XIX Job Classification - Associates	25
Article XX Leaves of Absence	26
Article XXI Employee Hours/Work Year	30
Article XXII Safety	31
Article XXIII Staff Reduction /Realignment	32
Article XXIV Assignment/Reassignment Procedures	33
Article XXV Transfer Procedures	33

SECTION D - WAGES/INSURANCE (ALL)

Article XXVI Wages & Salaries/Method of Payment	34
Article XXVII Supplemental Pay	36
Article XXVIII Insurance	37
Article XXIX Health Provisions	38

SECTION E

Article XXX	Compliance and Duration.....	39
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APPENDIX

Form 1-A	Grievance Report	40
Form 1-B	Grievance Report, Level III	41
Form 1-C	Grievance Report, Level IV	42
Form 2	Dues Deduction Authorization	43
Form 3	Leave Request Form.....	44
Schedule A	Teachers' Salary Schedule A	45
Schedule B	Associates Salary Schedule B.....	46
Schedule C	Nurses' Salary Schedule C.....	46
Schedule D	Athletic Salary Schedule D.....	47
Schedule E	Activities Supplemental Salary Schedule E	48
Schedule F	Summer School/ Curriculum Development Salary Schedule F, Projects	49
Schedule G	Covering Classes for Another Teacher Schedule G	49
Letters of Agreement	50

SECTION A -- DISTRICT/ASSOCIATION RELATIONS (ALL)

PREAMBLE

The Board of Directors of the Indianola Community School District, hereinafter referred to as the "Board" and the Indianola Education Association, hereinafter referred to as the "Association," recognize the aim of the public schools is to provide a quality education program for the children and the youth of the district.

Whereas, the Board has agreed to negotiate in good faith with the Association and,

Whereas, the parties have reached certain understandings which they desire to conform in this agreement, it is agreed as follows:

ARTICLE I RECOGNITION

- A. Unit. The Board hereby recognizes the Indianola Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB Certification Instrument (Case #217) issued by the PERB on the 28th day of August, 1975, whether under contract, on leave, or on a per diem, hourly or class rate basis, employed or to be employed by the Board of Education of the Indianola Community School District. The District will inform the Association of the establishment of new job classifications. The parties will meet, upon request, to discuss the inclusion or exclusion of such job classifications. If the parties are unable to agree, the issue may be resolved through appropriate procedures under Chapter 20, Code of Iowa.

The Unit described in the above certification is as follows:

Included: All classroom teachers, nurses, librarians, guidance counselors, and associates.

Excluded: Superintendent, principals, vice-principals, athletic director, school board secretary, and all others excluded under Section 4 of the Act.

- B. Definitions.
1. The term "Board," as used in this agreement, shall mean the Board of Education of the Indianola Community School District or its duly authorized representatives.
 2. The term "Employee," as used in this agreement, shall mean all professional employees including associates represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
 3. The term "Association," as used in this agreement, shall mean the Indianola Education Association or its duly authorized representative or agents.

ARTICLE II
EMPLOYEE RIGHTS

- A. Employee Rights. Public employees shall have the right to:
1. Organize, or form, join, or assist any employee organization.
 2. Negotiate collectively through representatives of their own choosing.
 3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this (Iowa Public Employment Relations Act) or any other law of the State.
 4. Refuse to join or participate in the activities of employee organizations, including the payment of dues, fees, assessments, or service fees of any type.

ARTICLE III
ASSOCIATION RIGHTS

- A. The Association shall have the right to hold a reasonable number of meetings on school district property after regular school hours, provided such meetings in no way interfere with any aspect of the instructional program, or working day. As appropriate, given school district policy, such meetings will be scheduled with the district office or local school. Any charges to be paid by the Association would be predetermined before the meeting is held.
- B. The Association shall have the right to use faculty mail boxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiating agent's business on behalf of the members of the negotiating unit.
- C. The Association shall be provided with bulletin board space in each school. Only authorized representatives of the Association will use the designated bulletin board space for Association announcements and all material posted will relate only to the Association's official business.
- D. Any visitor to the school must obtain permission from the building principal or his/her designee before talking to faculty members during school hours.
- Duly authorized representatives of the Association and its respective affiliates may request permission to talk to an employee on school property during school hours through the principal's office. If the permission is not granted the employee will be allowed to come to the office to make arrangements for an appointment at another time.
- E. The Association may have access to phones in the school for local calls as long as it does not interfere with the routine business of the school. The principal in each school will designate which phone can be used in private.

- F. The Association may request from the principal approval to use business machines and computers that are available to carry out Association business. If consumable materials are used, the District will be reimbursed by the Association. Such request will not be unreasonably withheld.

ARTICLE IV **PROCEDURE FOR NEGOTIATIONS**

- A. Mutual Commitment to Good Faith Negotiations. Good faith negotiations require a free and open exchange of views by the parties involved in the negotiations; therefore, both parties agree to meet at reasonable times and places to negotiate in a good faith effort to reach agreement in accordance with Chapter 20 of the Iowa Code. Articles tentatively agreed to shall be initialed by each party and dated and shall be set aside subject to ratification of the agreement.
- B. Request for Meetings. The Board and the Association shall meet for the purpose of negotiating and seeking agreement. Requests from the Association for negotiation meetings shall be made in writing to the President of the Board or his/her designated representative. Requests from the Board shall be made in writing to the President of the Association or his/her designated representative.

The schedule for negotiations is to start on or after August 15 of each year. After this date of each year, either party may request a meeting according to the following rules:

1. Within five (5) days of the date of the request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place no later than ten (10) days following the date of the request. Additional meetings shall be agreed upon by the negotiating representatives as may be necessary to complete an agreement.
 2. Negotiations, mediation, and arbitration shall not take place between 8:00 a.m. - 3:45 p.m. on a school day except by mutual agreement of the Board and the Association.
- C. Negotiation Teams. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, counter proposals, and to reach tentative agreement on items being negotiated.
- D. Access to Information. The Association shall be furnished on request regularly and routinely prepared information concerning the financial condition of the school including annual financial report and adopted budget. In addition, the Board and the administration will grant reasonable requests for other readily available and pertinent information which may be relevant to negotiations and/or the processing of grievances.

ARTICLE V
GRIEVANCE PROCEDURE

A. Definitions.

1. Grievance. A "grievance" is a claim by an aggrieved employee, an aggrieved group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.
2. Aggrieved Person. An "aggrieved person" is the person or persons directly and adversely affected by the alleged violation, misinterpretation or misapplication of the agreement or, in the case of the Association, the "aggrieved person" is the Association.

B. Purpose. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievance as defined in Section A-1 under definitions. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

1. The procedure for grievance must be initiated within 20 calendar days of the occurrence of the event giving rise to the grievance.
2. Time Limits. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
3. Year-End Grievance. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to an aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or with a maximum of 30 days thereafter.
4. Level One - Principal or Immediate Supervisor (Informal). An attempt shall be made to resolve any grievance in informal, verbal discussion between the complainant and his or her principal.
5. Level Two - Principal (Formal) If, as a result of the informal discussion with the principal or immediate supervisor at Level One a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the form set forth in Form 1. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or his/her designee.

The appropriate principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within ten (10) school days of the presentation of the formal grievance and shall furnish a copy thereof to the aggrieved person.

If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made, then within the ten (10) school day period, the grievance shall be transmitted to Level Three.

6. Level Three - Superintendent. The Superintendent or designee shall meet with the aggrieved person within ten (10) school days of receipt of the grievance. Within five (5) school days following such meeting the Superintendent or designee shall indicate disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved person.
7. Level Four - Arbitration.
 - a. If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) school days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.
 - b. If the grievant and the Association determine that the grievance is meritorious, it may submit the grievance to arbitration within five (5) school days.
 - c. Within ten (10) school days after written notice to the Superintendent of submission to arbitration, the Superintendent and the Association shall attempt to agree upon a mutually accepted arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The parties shall alternately strike names from the list within ten (10) school days following receipt of the list. The person whose name remains shall be the arbitrator.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented in writing by the School District and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the expressed relevant language of the agreement.

- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring same.
- D. Right of Employee to Representation. An aggrieved person may be represented at all pre-arbitration stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the aggrieved person may request that a representative of the Association be present.
- E. Meetings and Hearings. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties and their designated or selected representatives, heretofore referred to in the article. All meetings or hearings shall not take place between the hours of 8:00 a.m. and 3:45 p.m. on a school day except by mutual agreement between the aggrieved party and the Board or their representatives.

ARTICLE VI **DUES DEDUCTION**

- A. Authorization. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board of Education Office by September 10, an assignment authorizing payroll deduction of professional dues (NEA, ISEA, UniServ Unit, IEA). The form of the assignment shall be as set forth in Form 2. This form will be provided by the Association. No dues deduction will be accepted after the September dues deduction is made.
- B. Regular Deduction. Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12) of the total dues from the regular salary check of the employee, each month for twelve (12) months, beginning in September and ending in August.
- C. Termination. Any employee who terminates employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made therefore. Authorization orders shall be terminable at any time by the employee giving at least thirty (30) days, but not more than one hundred twenty (120) days, written notice to the Employer.
- D. Transmission of Dues. The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular pay period.

ARTICLE VII
OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the District shall deduct from the salary of any eligible employee and make appropriate remittance for:

1. Group Health and Accident Insurance
2. Group Dental Insurance
3. Group Life Insurance (additional coverage with same company)
4. Annuities
5. Any other school district approved deductions not listed.

The deduction and remittance for Group Health and Accident, Group Dental and Group Life Insurance will be for the one approved carrier.

The carrier for the individual annuity will be stipulated by the employee.

Individuals will be allowed to join the groups according to the rules and regulations as established by the District and the approved Insurance Carrier.

An employee may start or alter an annuity any calendar month provided all the proper forms are signed and delivered to the payroll office by the last working day of the month prior to the intended change.

Neither the district nor the association is responsible for the following aspects concerning individual annuities:

1. Completion of necessary paperwork.
2. Financial security of carrier.

These responsibilities as well as ownership lie with the individual employee.

SECTION B -- LICENSED EMPLOYEES

ARTICLE VIII
LEAVES OF ABSENCE

A. Sick Leave. (Section 279.40, Code of Iowa)

1. Public school employees are granted leave of absence for medically related disability with full pay in the following minimum amounts:

The first year of employment	15 days
(only first ten days may accumulate)	
The second year of employment	11 days
The third year of employment	12 days
The fourth year of employment	13 days
The fifth year of employment	14 days
The sixth and subsequent years	15 days

2. The above amounts shall apply only to consecutive years of employment in the same school district and unused portions shall be cumulative to a total of ninety (90) days.
3. If an employee would have accumulated more than 90 days of sick leave, the excess days will be added to the number of sick-leave days the employee has at the beginning of any contract period in order to assure the employee as close to 90 days of sick leave as the excess will allow.
4. The District may, in each instance, require reasonable evidence as it may desire confirming the necessity for such leave of absence.
5. An employee who cannot return to work after six weeks of continuous illness, injury, or any medically related disability of any cause, including pregnancy, shall provide the District with a medical statement signed by the attending doctor that the employee is still unable to return to work.
6. Minimum use of sick leave shall be a half day.
7. The accumulated leave shall not be canceled if an employee is on an approved leave of absence. The employee shall reacquire the accumulated sick-leave days he/she had when the extended leave began.
8. An employee shall be given a written accounting of his/her accumulated sick leave upon request to the Superintendent's office.
9. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the current contract year. The leave may be extended for an additional period of time, if approved by the Board.
10. The cost of insurance and other fringe benefits applicable shall be borne by the employee while on extended leave unless the District is required by law to provide such benefits.

B. Personal Leave Without Pay.

1. Up to three (3) days of leave without pay will be granted.
2. This leave must be arranged with the building principal in advance.
3. This leave could be used for any purpose at the discretion of the employee.
4. A reasonable restriction may be imposed on use of this leave immediately before or after a holiday or vacation period.

5. The amount deducted from the employee's salary will be 1/190 of their Schedule A salary, Phase II payments, and a proportionate amount from coaching (Schedule D) and supplemental activities (Schedule E) when applicable.

C. Personal Leave With Pay.

1. An employee will be granted one (1) working day per year, cumulative to three (3), for personal leave with pay. A personal leave with pay shall not be used to extend a holiday or vacation. Any employee who has accumulated the maximum personal leave under the subsection (1) and who would otherwise lose an accumulated day, shall receive a buy-back payment from the District. The payment shall be for one hundred dollars (\$100.00) per day. The payment shall be made in the August check.

An employee who has accumulated 2.5 days of personal leave and otherwise meets the stipulations of this subsection, shall be paid fifty dollars (\$50.00).

Employees who work less than full-time, but at least half-time, and have accumulated the maximum leave allowed above, shall be paid fifty dollars (\$50.00).

2. An employee will notify his/her principal at least two (2) days in advance except in case of an emergency.
3. Said days are separate from and not to be counted as a part of any other paid leave.
4. Minimum use of leave in this category shall be one-half day.

D. Personal Leave At Cost of Substitute

1. An employee will be granted four (4) working days for personal leave at the cost of a substitute teacher's pay.
2. An employee will notify his/her principal at least two (2) days in advance except in case of an emergency.
3. Said days are separate from and not to be counted as a part of any other paid leave.
4. On the day immediately before or after a holiday or vacation period, the district may impose reasonable restrictions on the use of this leave.
5. Minimum use of leaves in this category shall be one-half day.

E. Bereavement Leave.

1. Up to five (5) days of leave with pay will be granted at any one time in the event of the death of others residing in the employee's immediate household and other members of the family which would include: spouse, child, parent, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, aunts, uncles and grandchildren.
2. The employee will notify the principal in advance except in cases of emergency.
3. The employee will be granted one (1) day of leave with pay in the event of the death of a close friend.
4. In the event of the death of an employee or student in the Indianola School District, the principal or immediate supervisor of said employee will grant to an appropriate number of employees sufficient time with pay to attend the funeral.

F. Family Illness.

1. Serious Family Illness - Up to five (5) days of leave with pay will be granted per occurrence to an employee in cases of serious illness of an employee's spouse, child, parent, parent-in-laws, brothers or sisters. A serious family illness occurs when the family member, as listed above, is receiving in-patient care at a medical facility; or when the family member is under continuing treatment by a health care provider, and the employee is needed to care for the family member. The deduction shall first apply to the reserve bank. If an employee has no days in the reserve bank, the deduction shall apply to the regular bank. If the employee has ten (10) days or fewer in the regular bank, there shall be no deduction.
2. In-Home Care. Up to five (5) days of leave with pay per year may be used for in-home care for family members residing with the employee. These days may be deducted from the employee's sick leave bank according to state statute. The deduction shall first apply to the reserve bank. If an employee has no days in the reserve bank, the deduction shall apply to the regular bank. If the employee has ten (10) days or fewer in the regular bank at the time of the leave request, there shall be no deduction.
3. The employee will notify the principal in advance except in cases of emergency.

G. Legal Requirement.

1. An employee will be granted leave with pay when legally required to appear in court or to attend to a legal matter at a stated time which falls within the school day.
2. The employee will notify the principal in advance.

H. Jury Duty.

1. An employee will be granted leave with pay to serve on a jury when required by law.
2. The employee will notify the principal in advance.

I. Association Business.

1. A total of three (3) delegates and three (3) alternates from the Indianola Education Association will be granted a leave of absence of two (2) days each at the cost of a substitute to attend the Iowa State Education Association Delegate Assembly.
2. The employee will notify the principal in advance.
3. Any other requests for absences for Association business must be approved by the Superintendent. Any such approved absence will be at the cost of a substitute.

J. Professional Leave. Professional leave with pay will be allowed as approved by the building principal.

K. Adoption.

1. Up to ten (10) days of leave at the cost of a substitute will be granted to an employee who adopts a child to finalize the adoption and to aid the child.
2. The employee will notify the principal in advance.
3. If both parents are employees of the district, only one parent would be allowed to stay home to aid the child.

L. Religious Holidays. Jewish - Yom Kippur, Rosh Hashanah - to be made up.

M. Discretionary Leave. Other temporary leaves of absence with or without pay may be granted at the discretion of the Superintendent.

N. Extended Leaves.

1. No extended leave may be granted without Board approval. All extended leaves shall be without compensation or paid benefits, except when otherwise allowed at the discretion of the Board.
2. When an employee returns from an approved extended leave, credit on the salary schedule may be given for this leave time if the leave was military or for educational improvement. The decision will be made at the time the leave is approved.
3. An employee on leave shall be subject to the same consideration as other staff members when making staff transfers, realignments and reductions.

4. An employee granted a leave of absence to enhance his/her education will return to the same position and building (provided that the position exists). An employee granted a leave of absence for other reasons or for longer than one year will return to a position on the staff that he/she is certified/licensed to teach. The teacher on leave shall notify the District by January 11 of his/her intent to return in the following year.
5. A request for an extended leave shall be presented to the District at the earliest possible time. The granting of a leave may depend on the availability of a replacement.
6. Insurance benefits at the employee's expense may be extended for the term of the approved leave subject to the regulations of the insurance contract.

ARTICLE IX **EMPLOYEE HOURS / WORK YEAR**

A. Work Day.

1. Definition of Regular Work Day. The regular work day for elementary staff (K-5) shall begin at 8:00 a.m. and end at 4:00 p.m. and the regular work day for secondary staff (6-12) shall begin at 7:50 a.m. and end at 3:50 p.m., except on Fridays and days preceding holidays and vacation periods when the work day shall end at the close of the students' day. If regular classroom activity is suspended due to early dismissal for inclement weather, teachers will be dismissed after the students depart. School will be dismissed one hour early before Thanksgiving and Christmas breaks.
2. The individual principal may adjust the arrival and dismissal times to fit the individual school schedule while maintaining an equivalent amount of time each day.
3. An individual teacher's arrival and dismissal times may be adjusted at the discretion of the Superintendent, or his designee, and with the concurrence of the teacher.
4. The work day may be extended 30 minutes, not more than four (4) times each contract month, for faculty or other professional meetings.
5. Employees may be expected to attend evening activities such as open house and school music programs.
6. Lunch Periods. Employees shall have a scheduled duty free lunch period each day of not less than 30 consecutive minutes between 10:50 a.m. and 1:10 p.m. Exceptions as to the length of time and period of time will be agreed upon by the individual employee and principal.

7. Any teacher who agrees to teach a class(es) for another teacher shall be compensated according to Schedule H.

B. Student Day

1. Definition of normal shift. Normal shift is when the majority of faculty and students meet in regularly scheduled classes and are dismissed regularly.
2. The maximum amount of time for the normal shift student day is currently seven (7) hours and ten (10) minutes. The District can adjust the starting and ending shift times as defined within these parameters.
3. The District may schedule a class(es) consisting of a minor number of faculty and students which meets before or after the regular student day.
4. A teaching position for such a class(es) shall be filled first by volunteers.

C. Field Trips.

1. Field trips may be requested for scheduling within guidelines established by the administration. All field trips must be approved by the principal.
2. Approved field trips are considered an extension of the teacher's work day.

D. Out of the Building.

1. Employees may leave the building during their regular lunch period upon notification of their principal's office.
2. To be absent from the building at any other time employees must:
 - a. Notify the principal's office in case of emergency.
 - b. Secure the approval of the principal or designee.

E. In-School Work Year.

1. Regular Contract. The in-school work year for employees shall not exceed 190 days (188 work days, 2 paid holidays). The in-school work year for the new employees shall not exceed 193 days (188 work days, 2 paid holidays, 1 orientation day, 2 staff development days). New employees may be required to work additional days for staff development purposes at the staff development rate of pay.

An additional contract day for professional development is required by Iowa Code 284.4(1)(c). This day will be paid at per diem, to be funded first through the District's share of the legislative appropriation for this extra day, including employer share of FICA/IPERS. If the District's share of that appropriation is insufficient to fully fund per diem for this extra day, the District and Association agree to fully fund the per diem through use of money available under other Chapter 284 appropriations for teacher

salaries or professional development, with remaining money in those funds used for additional professional development.

2. Definition of In-School Year. The in-school work year shall include days when pupils are in attendance, pre-school orientation or work days, in-service days, two paid holidays, post-school work days and any other days on which employee attendance is required. If the parent-teacher conferences are scheduled outside of the normal work day, that time shall be included in the 190 day in-school work year. For example: two evenings would constitute one regular contract day.
3. Holidays. No employee shall be required to perform duties on any of the six (6) days listed. They are: Labor Day, Thanksgiving, Christmas, New Years, January 2 and Memorial Day (paid holidays shall be Thanksgiving and New Years).

ARTICLE X SAFETY

A. Unsafe and Hazardous Conditions.

1. The Board shall attempt to provide buildings and working conditions that are free from serious hazards that may endanger life, health and safety.
2. When hazards are pointed out by official inspections of facilities, proper attempts will be made to remedy the hazard.

B. Legal Action Against an Employee.

1. The Board will carry liability insurance that protects the District and employees against certain legal action.
2. The tort liability of governmental subdivisions is outlined in Chapter 670 of the Code of Iowa and the District shall be represented in any action as outlined therein. This would apply as long as the employee is acting within the scope of his/her employment and pursuant to existing Board policy.

C. Assault of an Employee.

1. The Board shall carry worker's compensation insurance which will pay prescribed amounts for any injury received while performing duties within the scope of employment and pursuant to Board policy. State regulations as they apply to worker's compensation shall be the guiding regulations.

D. Reporting Assaults.

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and to the police.

2. Such notification shall be immediately forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.

E. Bomb Threat.

1. School personnel may be asked to assist during emergencies such as a bomb threat, but no teacher or other employee will be required to participate in a search against his or her will.

ARTICLE XI
STAFF REDUCTION /RECALL

A. Procedures.

1. The District has the responsibility to determine when and if it is necessary to reduce the staff.
2. When one or more teaching positions are to be eliminated, the first effort shall be to utilize normal attrition factors to avoid the termination process.
3. When the District determines that it is necessary to reduce staff, the reduction shall be accomplished according to District-wide seniority in the classifications set forth in Section B of this article. If seniority is equal, then the District shall make its decision based on the following in sequential order:
 - a. Years of total teaching/nursing experience.
 - b. By lot (last 4 digits of Social Security Number. The lower number shall have lower preference)
4. The District will publish a seniority list of all employees in classifications by date of original hire prior to November 1. The seniority list will be based upon an employee's initial date of hire adjusted for interruptions in continuous service due to extended leaves of absence and periods of resignation. Any grievance regarding this list must be filed with the Superintendent on or before December 1.
5. The District will provide the Association with a list of all positions being terminated as soon as the list becomes available.

6. If the district establishes a position that does not fit into a classification group, within 30 days of its creation the district will notify the Association of its intended placement into an existing classification, or its intended treatment as a separate classification. If the Association wishes to further discuss the classification of the new position, the District will meet and confer with the Association regarding its placement.

B. Classifications. For the purpose of this article, employees shall be grouped within the following classifications according to their teaching/nursing experience in the District. The teaching/nursing experience must be in the last five years. Teachers/nurses may be placed in more than one classification. Any employment in a classification within the previous five years qualifies that employee for placement in that classification. This five year requirement shall be extended by five years for up to a total of ten years if the teacher/nurse was involuntarily re-assigned pursuant to Article XIV to a different classification and if the involuntary re-assignment was done for reasons unrelated to professional performance as reflected on the formal evaluation form.

1. Classroom teachers, grades K through 6.
2. Teachers, grades 7 through 12 within each of the following areas:
 - a. Language Arts
 - b. Social Studies
 - c. Mathematics
 - d. Science
 - e. Foreign Language
 - f. Home Economics
 - g. Industrial Technology
 - h. Business Education
 - i. Drivers Education
 - j. Librarians (if certified 7-12)
 - k. Vocational Agriculture
 - l. Health
 - m. At risk (6-12)
3. District Wide:
 - a. Special Education
 - b. Art
 - c. Instrumental Music
 - d. Vocal Music
 - e. Physical Education
 - f. Chapter I
 - g. T.A.G.
 - h. Counselors
 - i. Librarians (if certified K-12)
4. All nurses.
5. Reading Teachers

C. Recall Rights.

1. Any employee who is laid off may file a written request with the District that he/she wishes to be considered for an opening that arises for which he/she is licensed/certified.
2. If this request is filed, the District agrees to notify the employee by telegram or registered mail of any such openings during the recall period.
3. If the employee does not respond with seven (7) days after the notice was sent, the District can assume that the employee is no longer interested in a position. If the employee refuses an offer of employment equivalent in time to the position from which the employee was laid off, the District is no longer obligated to notify the employee of any future openings.
4. It is the responsibility of the employee to notify the District of any change of address.
5. A list of vacancies shall be provided to the Association and posted in each building.
6. Recall Order
 - (a) The District will first grant recall requests to positions within the classification from which employees had been laid-off.
 - (b) Next, the District will grant recall requests to positions in classifications for which the employee is licensed/certified.
 - (c) Within the categories (a) and (b) of this subsection, recall offers shall be in the reverse order of lay-off (the last to be reduced shall be the first recalled).
7. Full-time to full-time and part-time to part-time.
 - (a) Recall offers shall be for positions of the same or less FTE as the position from which the laid-off employee was reduced.
 - (b) Recall offers to positions of a greater FTE than the position from which the laid-off employee was reduced will not be made until all laid-off employees on the list have first been offered positions of equivalent or less FTE from which they were reduced.
 - (c) Recalled employees who accept a lesser FTE position shall have the right to fill a later vacancy of greater FTE. The employee retains this right during the recall period.
8. Recall Period - Employees who are reduced shall remain on recall until August 31 of the calendar year following the year which the reduction occurred (approximately fifteen months).

D. Re-employment. Any employee re-employed pursuant to Section "E" shall be given salary, related benefits and experience commensurate with the employee's status at the time of reduction.

- E. Exceptional Circumstances. For exceptional circumstances when applying this article, the District may override seniority considerations when the qualifications of a junior employee better suit the needs of the school district. For the purpose of this article, "qualifications" shall include professional preparation, performance evaluations, experience in a particular grade or subject and other pertinent criteria demonstrating skill, ability, and competence. For the purposes of this article, the needs of the District shall include particular programs, classes and affirmative action. The District shall have the burden of proof for any deviation from the seniority standard.

ARTICLE XII

PERFORMANCE REVIEW PROCESS

- A. Purpose of Performance Review. The purpose of the performance review process in the Indianola Community School District is to improve instructional performance. Ideally, the performance review process is a positive, systematic, ongoing process, which attempts to objectively evaluate the individual's progress toward meeting objectives consistent with goals and philosophy of the Indianola Community School District and the Iowa Teaching Standards.
- B. Notification: Assigned Employees.
1. Within six (6) weeks after the beginning of each school year, the building principal shall acquaint each teacher under his/her supervision with the performance review processes. The purpose of the orientation is to achieve mutual understanding of the Individual Career Development Plan Process and Performance Review Process.
 2. A new employee or an employee reassigned after the beginning of the school term shall be notified by the appropriate principal of the performance review process in effect. This notification shall be done within six weeks of the date the employee is hired.
- C. Notification: Multi-assigned Employees. The standard procedure when an employee serves more than one building will be for the superintendent to assign one of the building principals to perform the performance review process. The District reserves the right to conduct additional formal evaluations and to utilize additional evaluators.
- D. Beginning Teacher Comprehensive Evaluation.
1. Beginning teacher is an individual serving under an initial license issued by the Iowa Board of Educational Examiners under chapter 272 who is assuming a position as a classroom teacher. A teacher as defined in the Teacher Quality legislation is an individual who is employed as a teacher, librarian, media specialist, or counselor in a nonadministrative position by a school district or an area education agency.

2. Beginning teachers will be evaluated according to the Iowa Teaching Standards. The evaluation instrument provided by the Department of Education for the State of Iowa will be utilized.
 3. Number of Formal Observations. During the initial license period of employment beginning teachers shall be evaluated a minimum of twice each year (utilizing pre-observation conferences, up to two observations, and post-observation conferences) and a comprehensive summative evaluation conference.
- E. Career Teachers New to the District. During the statutory probationary period of employment career teachers new to the district shall be evaluated a minimum of twice each year (utilizing pre-observation conferences, up to two observations, and post-observation conferences) and a summative conference. Beyond the statutory probationary period, classroom teachers will be formally evaluated as deemed practical and possible by the administration. Any teacher may request a performance review.
- F. Individual Career Development Plans. In accordance to Iowa Code 284.6 (4) Career Teachers are required to implement Individual Career Development Plans each school year.
- G. Performance Reviews for Career Teachers
1. Performance review means a summative evaluation of a teacher other than a beginning teacher that is used to determine:
 - a. whether the teacher's practice meets school district expectations and the Iowa Teaching Standards, and
 - b. whether the teacher's practice meets school district expectations for career advancement.
 2. A school district shall review a teacher's performance at least once every three years for the purpose of:
 - a. assisting teachers in making continuous improvement,
 - b. documenting continued competence in the Iowa Teaching Standards,
 - c. identifying teachers in need of improvement, or determining whether the teacher's practice meets school district expectations for career advancement.
 3. The review shall include, at minimum:
 - a. Individual Career Development Plan
 - b. Classroom Observation(s)
 - c. Iowa Teaching Standards Review

- d. Supporting documentation from other evaluators, teachers, parents, and students
 - e. Other supporting documents
 - f. and a Conference
4. For career teachers formal observations will not be scheduled except by mutual agreement during the first or last five school days.
 5. Formal Observation Procedures. A pre-observation conference shall be mutually planned to be held between the teacher and the principal prior to the first formal observation. This will allow the evaluator to be apprized of the objectives, methods, and materials planned for the performance situation to be evaluated. If a meeting cannot be mutually scheduled, the teacher will provide the principal with written information concerning the performance situation to be evaluated.
 6. The evaluator shall have a meeting with the teacher within five (5) school days following each observation. The observation will be discussed and a copy signed by both parties shall be given to the teacher when requested. The teacher's signature does not necessarily mean agreement with the comments, but rather awareness of the contents.

H. Formal Performance Review Conference. The evaluator and teacher participate in a formal Performance Review that includes:

1. Results from the Individual Career Development Plan
 2. Information from the formal observation(s)
 3. The Iowa Teaching Standards Review
 4. The results of the Performance Review are recorded on the Iowa Teaching Standards Review form by the end of the contract year.
- I. If the teacher feels the formal performance review is incomplete, inaccurate, or contains mischaracterizations:
1. The objections may be put in writing and they will be attached to the evaluation report and signed by both parties to indicate awareness of the contents.
 2. The teacher may request an evaluation of his/her work by a team approach. The team shall be composed of two administrators mutually agreed upon by the teacher and the evaluator. If agreement on the team cannot be reached, the superintendent shall appoint the team.

- J. Teacher is Aware of Formal Evaluation. All formal evaluations of classroom teaching performance shall be conducted openly and with full knowledge of the teacher.
1. The teacher shall be given an opportunity to sign, date, and respond to any evaluative or disciplinary material that is to be placed in the employee's personnel file. This material shall be given to the employee before it is placed in the file.
- K. Intensive Assistance Program. An intensive assistance program will be provided as required by Iowa Code sec. 284.8 (2).
- L. Review of Evaluation File.
1. All evaluations of employees that are to be retained will be placed in a file in the evaluating principal's office and available for review by the superintendent.
 2. An employee may review the contents of the evaluation file by requesting the review with the principal and setting a time for the review.
 3. The employee shall have the right to respond to all material contained in said file and to any material to be placed in said file in the future. Such employee responses shall become part of said file.
 4. Any complaints directed toward an employee which are placed in his or her evaluation file are to be promptly called to the teacher's attention in writing.
 5. A copy of the teacher's summative evaluation (Final Evaluation) will be forwarded personally by the principal to a confidential file in the central office for review.
 6. An employee may review the contents of the evaluation file by requesting the review with the superintendent or designee and setting a time for the review.
 7. If any information contained in the employee's confidential files is transferred, the employee will be notified.

ARTICLE XIII **FORMAL COACH EVALUATION**

- A. Purpose of Evaluation. The purpose of a coach's evaluation in the Indianola Community School District is to improve coaching performance. Ideally, the evaluation process is a positive, systematic, ongoing process, which attempts to objectively evaluate the individual's progress toward meeting objectives consistent with goals and philosophy of the Indianola Community School District.

- B. Notification. Prior to the start of the respective season, the Athletic Director shall acquaint each coach with the evaluation procedures, and the instruments to be used. This orientation is to achieve mutual understanding of the evaluation procedure.
- C. Observations. Observations of practices, meetings and competitive situations may be made. These need not be announced or previously known.
- D. Procedure.
1. The athletic director shall evaluate each coach formally in writing as soon as possible after a complete season. Principals who desire to write an evaluation may do so and present it to the coach as a separate evaluation.
 2. A copy of the written evaluation and the coach's self-evaluation shall be exchanged. An additional conference will be held unless both parties feel it is unnecessary.
 3. A copy of any written evaluations signed by both parties shall be given to the coach if requested. The coach's signature does not necessarily mean agreement with the evaluation, but rather awareness of the contents.
 4. If a coach feels the formal written evaluation is incomplete, inaccurate, or contains mischaracterizations:
 - a. The objections may be put in writing and attached to the evaluation report and signed by both parties to indicate awareness of the contents.
 - b. A coach may request an evaluation of his/her work by a team approach. The team shall be composed of two administrators mutually agreed upon by the coach and the evaluator. If agreement on the team cannot be reached, the Superintendent shall appoint the team.
- E. Remediation. The athletic director will work with the coach and offer suggestions to improve the quality of coaching and to eliminate difficulties, if needed. These suggestions may be placed in the file for future reference.
- F. Review of Evaluation.
1. All evaluations that are to be retained will be placed in a file in the office of the athletic director and will be available for review by the principal and Superintendent.
 2. A coach may review the contents of the personal evaluation file at any time by requesting the review with the athletic director and setting a time for the review.
 3. The employee shall have the right to respond to all material contained in said file and to any material to be placed in said file in the future. Such employee responses shall become part of the said file.
 4. Any complaints directed toward an employee which are placed in his or her evaluation file are to be promptly called to the teacher's attention in writing.

5. If any information contained in this file is transmitted to any other office or file, the employee will be notified.

ARTICLE XIV
ASSIGNMENT / REASSIGNMENT PROCEDURES

A. Assignment

1. An employee's job classification, building, and grade level for K-6 certified staff or subject area (i.e.: English 10, General Science 1, Algebra II, etc.) for 7-12 certified staff.
2. The District will notify in writing each employee under continuing contract his/her assignment(s) for the next school year prior to the completion of the last day of the In-School work year.

B. Reassignment

1. Any employee who is re-assigned shall be notified in writing. This notification shall include reasons for the re-assignment. However, assignment and re-assignment decisions shall be at the sole discretion of the District.
2. Notice of re-assignment will be given as soon as reasonably possible, but in no case shall this notice be less than 7 calendar days before the effective date of the re-assignment. The affected teacher may waive this requirement.
3. Re-assignment for evaluation and/or remediation purposes shall be made to an existing vacancy only.
4. The employee, upon request, will be entitled to a meeting with the Superintendent or his/her designee, building principal, and/or Association representative to discuss the re-assignment.

ARTICLE XV
TRANSFER PROCEDURES

A. If a permanent vacancy arises in a teaching position and the District determines that the vacancy is to be filled, the following procedures shall be followed:

1. Notice will be provided to the Association of all vacancies during the school year for posting prior to publicly advertising for the vacancy. Notice of vacancies will be provided to requesting employees by mail during summer months.
2. Employees who desire a transfer to a vacancy shall file a written statement of such desire with the District. Teaching refers to a certificated position.

3. All qualified employees who file a request shall be considered for a posted vacancy and shall be granted an interview or meeting with the principal.
4. The selection of the individual to fill the vacancy shall be at the sole discretion of the district.
5. Notice of action shall be given in a timely manner to all the employees who applied.
6. Any employee who transfers to an administrative and supervisor position in the system and who later returns to former status shall be entitled to retain such rights as may have accrued under this agreement prior to such transfer to administrative status.

ARTICLE XVI
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. Required Education. Employees will be required to meet the continuing education requirements that are established by the state.
- B. In-Service Education for Teachers. An in-service committee consisting of teachers, association representatives, and administrators shall be established to provide input in developing district in-service education.

ARTICLE XVII
SUPERVISION OF STUDENT TEACHERS

- A. Voluntary Participation.
 1. Supervision of a student teacher by an employee shall be voluntary, but may not be assigned without the approval of the principal.
 2. Procedures to govern supervision of student teachers shall be established by the college or university and approved by the Board.
 3. The rate of pay to the cooperating teacher shall be established prior to acceptance of the assignment so that the employee may decline to participate.
 4. Strong consideration should be given to not assigning student teachers to first-year teachers in the Indianola system.

SECTION C -- ASSOCIATES

ARTICLE XVIII **INTRODUCTORY PERIOD**

The first forty-five (45) work days of employment with the District will be an introductory period. During the introductory period, an employee may receive insurance benefits if the employment qualifications for insurance are met, and will be entitled to use sick leave pursuant to Article XX, Section A. All other paid leaves, transfer rights and other rights listed in Section C of this contract will not be available to the employee until after the introductory period is successfully served. At the completion of the introductory period, the paid holidays that occurred during the introductory period will be reimbursed to the employee.

ARTICLE XIX **JOB CLASSIFICATION - ASSOCIATES**

A. Definitions.

1. "Associates" shall be defined as employed persons who: (a) supervise students on a monitorial or service basis; (b) work with students in a supportive role under conditions determined by a certificated employee who is responsible for the students, but not as a substitute for or a replacement of functions and duties of a "teacher" as established in Section 3.4(4) of the Iowa Department Rules; and (c) perform various clerical and other routine school tasks.

B. Pay. The salaries of all associates are listed in Schedule B of this agreement.

C. Responsibilities. The primary purpose for the use of associates is greater utilization of teaching employees. Quality education is the goal; therefore, associates, and cooperating employees and the Board have certain responsibilities.

1. Associates. Associates will be responsible to the cooperating employees to whom assigned and shall perform all such duties as directed by the cooperating employee as eligible to be performed under section A, Definitions, of this article.
2. Cooperating Employee. Cooperating employees shall provide associates with a detailed work schedule developed with the associate. The employee shall orient the associate in job-related activities such as operation of A-V equipment, preparation of teaching materials, school schedules, methods of supervision in the various school areas, and other necessary information related to the associates' assignment.
3. Board. The Administration shall assist the associate in understanding the philosophy and educational program of the district, staff relationships, human relations, student rules, and specific orientation to building and area of activity to which assigned.

ARTICLE XX
LEAVES OF ABSENCE

A. Sick Leave. (Section 279.40, Code of Iowa)

1. Public school employees are granted leave of absence for medically related disability with full pay in the following minimum amounts:

The first year of employment	10 days
The second year of employment	11 days
The third year of employment	12 days
The fourth year of employment	13 days
The fifth year of employment	14 days
The sixth and subsequent years	15 days

2. The above amounts shall apply only to consecutive years of employment in the same school district and unused portions shall be cumulative to a total of ninety (90) days.
3. If an employee would have accumulated more than 90 days of sick leave, the excess days will be added to the number of sick-leave days the employee has at the beginning of any contract period in order to assure the employee as close to 90 days of sick leave as the excess will allow.
4. The District may, in each instance, require reasonable evidence as it may desire confirming the necessity for such leave of absence.
5. An employee who cannot return to work after six weeks of continuous illness, injury, or any medically related disability of any cause, including pregnancy, shall provide the District with a medical statement signed by the attending doctor that the employee is still unable to return to work.
6. Minimum use of sick leave shall be a half day.
7. The accumulated leave shall not be canceled if an employee is on an approved leave of absence. The employee shall reacquire the accumulated sick-leave days he/she had when the extended leave began.
8. An employee shall be given a written accounting of his/her accumulated sick leave upon request to the Superintendent's office.
9. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the current contract year. The leave may be extended for an additional period of time, if approved by the Board.
10. The cost of insurance and other fringe benefits applicable shall be borne by the employee while on extended leave unless the District is required by law to provide such benefits.

B. Personal Leave Without Pay

1. Up to three (3) days of leave without pay will be granted.
2. This leave must be arranged with the building principal in advance.
3. This leave could be used for any purpose at the discretion of the employee.
4. A reasonable restriction may be imposed on use of this leave immediately before or after a holiday or vacation period.

C. Personal Leave With Pay

1. An associate will be granted one (1) working day per year, cumulative to three (3), for personal leave with pay. A personal leave with pay shall not be used to extend a holiday or vacation.
2. An associate will notify his/her principal at least two (2) days in advance except in case of an emergency.
3. Said days are separate from and not to be counted as a part of any other paid leave.
4. Minimum use of leaves in this category, shall be one-half day.

D. Personal Leave at Cost of Substitute

1. An associate will be granted four (4) working days for personal leave at the cost of a substitute's pay.
2. An associate will notify his/her principal at least two (2) days in advance except in case of an emergency.
3. Said days are separate from and not to be counted as a part of any other paid leave.
4. On the day immediately before or after a holiday or vacation period, the district may impose reasonable restrictions on the use of this leave.
5. Minimum use of leaves in this category shall be one-half day.

E. Bereavement Leave

1. Up to five (5) days of leave with pay will be granted at any one time in the event of the death of others residing in the employee's immediate household and other members of the family which would include: spouse, child, parent, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, aunts, uncles and grandchildren.

2. The employee will notify the principal in advance except in cases of emergency.
3. The employee will be granted one (1) day of leave with pay in the event of the death of a close friend.
4. In the event of the death of an employee or student in the Indianola School District, the principal or immediate supervisor of said employee will grant to an appropriate number of employees sufficient time with pay to attend the funeral.

F. Family Illness.

1. Serious Family Illness - Up to five (5) days of leave with pay will be granted per occurrence to an employee in cases of serious illness, of an employee's spouse, child, parent, parent-in-laws, brothers or sisters. A serious family illness occurs when the family member, as listed above, is receiving in-patient care at a medical facility; member is under continuing treatment by a health care provider, and the employee is needed to care for the family member. The deduction shall first apply to the reserve bank. If an employee has no days in the reserve bank, the deduction shall apply to the regular bank. If the employee has ten (10) days or fewer in the regular bank at the time of the leave request, there shall be no deduction.
2. In-Home Care. Up to five (5) days of leave with pay per year may be used for in-home care for family members residing with the employee. These days may be deducted from the employee's sick leave bank according to state statute. The deduction shall first apply to the reserve bank. If an employee has no days in the reserve bank, the deduction shall apply to the regular bank. If the employee has ten (10) days or fewer in the regular bank at the time of the leave request, there shall be no deduction.
3. The employee will notify the principal in advance except in cases of emergency.

G. Legal Requirement.

1. An employee will be granted leave with pay when legally required to appear in court or to attend to a legal matter at a stated time which falls within the school day.
2. The employee will notify the principal in advance.

H. Jury Duty.

1. An employee will be granted leave with pay to serve on a jury when required by law.
2. The employee will notify the principal in advance.

I. Association Business.

1. A total of three (3) delegates and three (3) alternates from the Indianola Education Association will be granted a leave of absence of two (2) day each at the cost of a substitute to attend the Iowa State Education Association Delegate Assembly.
2. The employee will notify the principal in advance.
3. Any other requests for absences for Association business must be approved by the Superintendent. Any such approved absence will be at the cost of a substitute.

J. Professional Leave. Professional leave with pay will be allowed as approved by the building principal.

K. Adoption.

1. Up to ten (10) days of leave at the cost of a substitute will be granted to an employee who adopts a child to finalize the adoption and to aid the child.
2. The employee will notify the principal in advance.
3. If both parents are employees of the district, only one parent would be allowed to stay home to aid the child.

L. Religious Holidays. Jewish - Yom Kippur, Rosh Hashanah - to be made up.

M. Discretionary Leave. Other temporary leaves of absence with or without pay may be granted at the discretion of the Superintendent.

N. Extended Leaves.

1. No extended leave may be granted without Board approval. All extended leaves shall be without compensation or paid benefits, except when otherwise allowed at the discretion of the Board.
2. When an associate returns from an approved extended leave, credit on the salary schedule may be given for this leave time if the leave was military or for educational improvement. The decision will be made at the time the leave is approved.
3. An associate on leave shall be subject to the same consideration as other staff members when making staff transfers, realignments and reductions.
4. An associate granted a leave of absence will return to a position within the same job classification. The associate on leave shall notify the district by March 1 of his/her intent to return in the following year.

5. A request for an extended leave shall be presented to the District at the earliest possible time. The granting of a leave may depend on the availability of a replacement.
6. Insurance benefits at the associate's expense may be extended for the term of the approved leave subject to the regulations of the insurance contract.

ARTICLE XXI
EMPLOYEE HOURS / WORK YEAR

A. Work Day.

1. The work day will vary with the position; and will be assigned by the District. An unpaid noon break of thirty minutes will be scheduled. An employee scheduled to work a minimum of three hours without break will be granted a ten minute break during that shift. These breaks will be taken in the building or at the job site where the employee is assigned.
2. For payroll purposes, employee time will be recorded to the minute worked.
3. A two hour trip minimum will be applied to transportation associates.

B. Out of the Building.

1. Employees may leave the building during their regular lunch period upon notification of their principal's office.
2. To be absent from the building at any other time employees must:
 - a. Notify the principal's office in case of emergency.
 - b. Secure the approval of the principal or designee.

C. Work Year.

1. The work year will be as assigned by the District. Usually, this will be only days that students are in attendance.

D. Holidays.

1. No employee shall be required to perform duties on any of the six (6) days listed. They are: Labor Day, Thanksgiving, Christmas, New Years, January 2 and Memorial Day.
2. Paid holidays shall be Thanksgiving and New Years.

ARTICLE XXII
SAFETY

A. Unsafe and Hazardous Conditions.

1. The Board shall attempt to provide buildings and working conditions that are free from serious hazards that may endanger life, health and safety.
2. When hazards are pointed out by official inspections of facilities, proper attempts will be made to remedy the hazard.

B. Legal Action Against an Employee.

1. The Board will carry liability insurance that protects the District and employees against certain legal action.
2. The tort liability of governmental subdivisions is outlined in Chapter 670 of the Code of Iowa and the District shall be represented in any action as outlined therein. This would apply as long as the employee is acting within the scope of his/her employment and pursuant to existing Board policy.

C. Assault of an Employee.

1. The Board shall carry worker's compensation insurance which will pay prescribed amounts for any injury received while performing duties within the scope of employment and pursuant to Board policy. State regulations as they apply to worker's compensation shall be the guiding regulations.

D. Reporting Assaults.

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and to the police.
2. Such notification shall be immediately forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.

E. Bomb Threat.

1. School personnel may be asked to assist during emergencies such as a bomb threat, but no associate will be required to participate in a search against his or her will.

ARTICLE XXIII
STAFF REDUCTION / REALIGNMENT

A. Procedures.

1. The District has the responsibility to determine when and if it is necessary to reduce the staff.
2. When one or more non-certified positions covered by this Agreement are to be eliminated, the first effort shall be to utilize normal attrition factors to avoid the termination process.
3. When the District determines that it is necessary to reduce staff, the reduction shall be accomplished according to District-wide seniority in the classifications set forth in Section B of this article. If seniority is equal, then the District shall make its decision by lot, based upon the last four digits of the social security number. The higher number shall have preference.
4. The District will publish a seniority list of all employees in classifications by date of original hire prior to November 1. The seniority list will be based upon an employee's initial date of hire adjusted for interruptions in continuous service due to extended leaves of absence and periods of resignation. Any grievance regarding this list must be filed with the Superintendent on or before December 1.
5. The District will provide the Association with a list of all positions being terminated as soon as the list becomes available.
6. If the district establishes a position that does not fit into a classification group, within 30 days of its creation the district will notify the Association of its intended placement into an existing classification, or its intended treatment as a separate classification. If the Association wishes to further discuss the classification of the new position, the District will meet and confer with the Association regarding its placement.

B. Lay-offs will be accomplished on the basis of seniority within the following job classifications after 14 days' notice. Employees shall be grouped within the following classifications according to their work experiences in the District. The work experience must be in the last five years. Employees may be placed in more than one classification. Any employment in a classification within the previous five (5) years qualifies that employee for placement in that classification. This five-year requirement shall be extended by five (5) years for up to a total of ten (10) pursuant to Article XXV to a different classification and if the reassignment was done for reasons unrelated to performance.

1. Study-Hall Associates
2. Elementary Associates
3. Secondary Associates

4. Special Ed. Associates
 5. Health Associates
 6. Hearing Impaired Associates.
- C. Exceptional Circumstances. For exceptional circumstances when applying this Article, the District may override seniority considerations when the qualifications of a junior employee better suit the needs of the school district. For the purpose of this article, "qualifications" shall include professional preparation, performance evaluations, experience in a particular grade or subject and other pertinent criteria demonstrating skill, ability, and competence. For the purposes of this article, the needs of the District shall include particular programs, classes and affirmative action. The District shall have the burden of proof for any deviation from the seniority standard.

ARTICLE XXIV **ASSIGNMENT / REASSIGNMENT PROCEDURES**

- A. Assignment -- an employee's job classification and building
- B. Reassignment.
1. An employee who is re-assigned shall be notified in writing. This notification shall include reasons for the re-assignment. However, assignment and re-assignment shall be at the sole discretion of the District.
 2. Notice of re-assignment will be given as soon as reasonably possible, but in no case shall this notice be less than 1 calendar day before the effective date of the re-assignment. The affected employee may waive this requirement.
 3. Re-assignment for evaluation and/or remediation purposes shall be made to an existing vacancy only.
 4. The employee, upon request, will be entitled to a meeting with the Superintendent or his/her designee, building principal, and/or Association representative to discuss the re-assignment.

ARTICLE XXV **TRANSFER PROCEDURES**

- A. If a permanent vacancy arises in an associate position and the District determines that the vacancy is to be filled, the following procedures shall be followed:

1. Notice will be provided to the Association of all vacancies during the school year for posting prior to publicly advertising for the vacancy. Notice of vacancies will be provided to requesting employees by mail during summer months.
2. Employees who desire a transfer to a vacancy shall file a written statement of such desire with the District.
3. All qualified employees who file a request shall be considered for a posted vacancy and shall be granted an interview or meeting with the principal.
4. The selection of the individual to fill the vacancy shall be at the sole discretion of the district.
5. Notice of action shall be given in a timely manner to all the employees who applied.
6. Any employee who transfers to an administrative and supervisor position in the system and who later returns to former status shall be entitled to retain such rights as may have accrued under this agreement prior to such transfer to administrative status.

SECTION D -- WAGES / INSURANCE (ALL)

ARTICLE XXVI

WAGES & SALARIES/METHOD OF PAYMENT

- A. Adjustment to Salary Schedule. Each employee who is covered by the Board of Education for advancement shall be placed on his or her approved level of the salary schedule as of the effective date of this agreement. Any employee hired prior to the beginning of the second semester of any school year shall be eligible for a full credit for one (1) year of service toward the next increment level for the following year.
- B. Credit for Experience.
 1. Credit on the salary schedule will be given for previous teaching experience from a duly accredited school upon initial employment.
 2. Any teacher returning to the Indianola Community School District after being gone for no more than one year will be returned to the salary step that he/she would have been placed on if he/she had not left.

- C. Credit for Education. Each employee who is eligible for advancement from one educational lane to another must have filed suitable evidence of additional credit in the employee's teaching field or related areas with the Superintendent or designee on or before September 1 of each year. If the work has been completed but evidence is not available, an agreement can be made with the Superintendent or designee for the advancement.

In placing new employees on the schedule, the advanced work must be in their teaching field or area of employment.

Advancement adjustments will be made prior to the beginning of the first semester of each year.

- D. Advancement on the Salary Schedule.

1. Each employee on the salary schedule shall be granted one increment or vertical level on the schedule for each year of service until the maximum for the employee's educational classification has been reached.
2. A year of service consists of employment in the Indianola School District for two (2) consecutive quarters or more in one school year.
3. Employees being considered for non-advancement in a vertical lane on the salary schedule will be notified during the evaluation process allowing time for remediation. These employees may advance an educational lane(s).

- E. Method of Payment

1. Each employee shall be paid in 12 equal installments on the 20th of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee.
2. Hourly employees will be paid on the 20th of the month for the months that they work. The cut-off period will be established by the central office.
3. Upon timely submission, payment for special assignments (Article XXVII (D)) will be paid the month following service rendered.
4. When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day, if possible. Bookkeeping procedures will not permit granting the advancement of any payday by more than three (3) days. A breakdown in equipment can make it impossible to meet any set date.
5. Employees who are leaving the employment of the District shall have the option of receiving their final check for the balance of the contract on June 20th. Other arrangements may be worked out with the business office by mutual agreement.
6. Summer checks shall be mailed to the address designated by the employee.

7. Any other paid assignments which cannot be paid over the 9 or 12 month period may be divided among the remaining checks for that year, if the individual makes a request to the central office prior to the payroll deadline.
 8. An individual may choose to receive their summer school pay in one separate check after the work is completed and in conjunction with a regular payroll period. If this choice is used, the individual must notify the payroll department at the beginning of summer school employment.
- F. Implementation of Phases I and II. Distribution of Phase I and II dollars will be mutually agreed upon.

ARTICLE XXVII **SUPPLEMENTAL PAY**

- A. Approved Activities. The Board and the Association agree that the extracurricular activities listed in the schedule are official school-sponsored activities covered by school insurance.
- B. Rates of Pay. Employees' participation in extracurricular activities which extend beyond the regular schedule in-school day shall be compensated according to the rate of pay or other stipulations in the schedules which are attached:

Athletic	Schedule D
Activities and Clubs	Schedule E
Summer School	Schedule F
Curriculum Development	Schedule F
Covering Classes For Another Teacher	Schedule H

Additional paid assignments may be created by the Board of Education and a rate of pay set for that term. If the position is to be continued on an annual basis, it would be added to the appropriate schedule in the following year.

- C. Special Assignments. Employees who supervise at athletic events, dances or school plays shall be compensated at \$12.25 per hour. Employees assigned supervision for elementary music programs pursuant to Article X, Section A(5), shall be compensated at \$12.25 per hour.
- D. An employee who is required to travel between buildings in the same day as a part of his/her regular school day assignment will be reimbursed for use of the employee's personal car. The reimbursement will be an amount equal to the maximum allowed by the IRS (Internal Revenue Service) before W-2 forms have to be prepared, but will not exceed the amount allowed by the Iowa Code, Section 79-9.

Payment for mileage will be made with a check separate from the employee's regular paycheck at the end of each semester or school year.

ARTICLE XXVIII
INSURANCE

A. Health/Medical and Dental.

Eligible employees may choose the coverage of medical/health and dental insurance from a cafeteria of benefits. The District's monthly contribution to each employee's insurance cost will be the dollar amount equal to the sum of:

1. Cost of single premium \$500 deductible PPO;
2. Cost of single dental;
3. \$55.

The employee who takes health and dental insurance through the cafeteria of the district benefits offered will have the option to take the unused portion of their health/medical and dental benefit as a cash payment. If this is done, the District will deduct FICA and IPERS (to include employer's contribution) from the payment.

An employee who does not take health and dental insurance through the cafeteria of district benefits offered will receive 20% of the dollar amount generated by the formula above. If this is done, the District will deduct FICA and IPERS (to include employer's contribution) from the payment. Proof of coverage by a spouse's group insurance will be provided to the District by employees electing not to take a health/medical policy.

Employees hired for the 2003-04 and subsequent school years do not have the option to decline health/medical or dental insurance but will have the option to take the unused portion of their health/medical monthly contribution as cash payment. If this is done, the District will deduct FICA and IPERS (to include employer's contribution) from the payment. As of July 1, 2004 current employees who have not declined health insurance may not do so.

B. Term Life. The term life insurance amount shall be \$15,000 for full-time employees and will be paid by the District.

C. Long-Term Disability. The District shall provide all eligible employees a long-term disability plan. The coverage shall be 60% of the employee's covered wages. The waiting period has been waived. Coverage begins immediately following an employee's depletion of accumulated sick leave (up to a maximum of 90 days in a school year).

D. Eligible Employees for Insurance Coverage.

1. "Eligible employees" are those full-time employees who are contracted for no less than 190 days and work a minimum of 30 hours per week on a regular basis.
2. Part-time certified employees are eligible for insurance coverage and the amount paid by the District will be pro-rated according to their contract time.

- E. An employee who is required to use his/her personal vehicle to transport others on a regular basis for school business may have his/her name added to the School Automobile Policy, upon written request of the individual, to provide additional coverage. The employee will be required to meet the requirements of individual coverage established by the District's carrier.
- F. Selection of Carrier.
1. Health and Accident and Dental. The carrier shall be selected jointly by the Board and the Association and shall remain the carrier until a mutual agreement is reached between the Board and the Association to change the carrier.
 2. Long-Term Disability. The carrier will not be changed without notifying the Association and allowing it to make recommendations. The final decision will be made by the Board who pays for the total premium.

ARTICLE XXIX **HEALTH PROVISIONS**

- A. Physical Examinations.
1. All new employees are required to provide evidence of physical fitness to perform duties assigned.
 2. Such evidence shall be in the form of a written report of a physical examination by a licensed medical professional as recognized under the regulations of the Department of Education. Certification of fitness must be provided to the District before or within six weeks of the beginning of service.
 3. The physical shall be taken on the employee's own time. The employee will be reimbursed for charges not reimbursable under the employee's health insurance plan, with maximum reimbursement limited to fifty dollars (\$50). The employee must provide written evidence of the employee's cost of the physical to receive this reimbursement.
 4. If the district requires a physical of an experienced teacher, the District will pay for the physical.

SECTION E

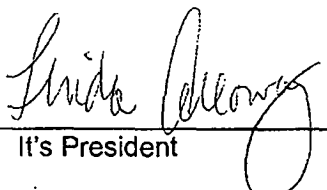
ARTICLE XXX
COMPLIANCE AND DURATION


- A. Separability. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions of application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.
- B. Notices. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated address or at such other address as may be designated by a party in written notification to the other party.
1. To the Board at 1304 East Second
 2. To the Association at 1304 East Second.
- C. Duration Period. Upon ratification of both parties, this agreement shall become effective July 1, 2006, and continues until June 30, 2008. Salary schedules for the 2007-2008 school year will be determined according to the formula that was negotiated between the Indianola Community School District and the Indianola Education Association.
- D. Signature Clause. Within 30 days of ratification by both parties the District will provide final copies of contract for signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon all on the _____ day of _____ 2006.

INDIANOLA EDUCATION ASSOCIATION

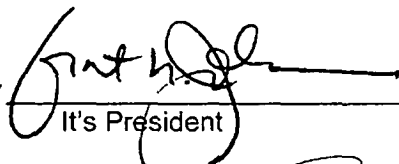
"Association"

By 
It's President

By 
It's Chief Negotiator

INDIANOLA COMMUNITY SCHOOL
DISTRICT

"Board of Education"

By 
It's President

By 
It's Chief Negotiator

FORM 1-A

GRIEVANCE REPORT

Date filed _____

_____ School District

_____ Building

_____ Name of Aggrieved Person

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature Date

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal or Immediate Supervisor Date

FORM 1-B

GRIEVANCE REPORT

LEVEL III

Indianola Community School District

NAME OF AGGRIEVED PERSON _____

Distribution of Form

1. Employee
2. Association
3. Superintendent

A. _____
Signature of Aggrieved Person

Date Received by Superintendent

B. Disposition by Superintendent or Designee:

Date

Signature of Superintendent

FORM 1-C

GRIEVANCE REPORT

LEVEL IV

Indianola Community School District

NAME OF AGGRIEVED PERSON _____

A. _____
Signature of Aggrieved Person

Signature of Association President

B. _____
Date Submitted to Arbitration

Date Received by Arbitrator

C. Disposition and Award of Arbitrator*:

Date

Signature of Arbitrator

*Disposition may be on an attached report.

FORM 2

DUES DEDUCTION AUTHORIZATION FORM

A. Authorization for payroll deduction for Educational Association Dues for:

First Name	Initial	Last Name
------------	---------	-----------

I hereby request and authorize the Board of Education of the Indianola Community School District, as my remitting agent, to deduct from my earnings each month until this authorization is revoked as provided herein an amount equal to one-twelfth (1/12) of the total dues indicated below. Such amount is to be remitted each month for me and on my behalf to the treasurer of the Indianola Education Association.

If the total deduction is not exactly divisible by 12, then the quotient will be rounded up the next higher cent so that an equal amount can be deducted each month.

B. The total amount of dues to be deducted of the twelve (12) months is:

\$ _____

C. It is understood that this authorization shall begin on the September payroll following this date and shall continue through the following August, unless revoked in writing to the Business Office of the Indianola School District at least 30 days prior to the pay day on which the deduction is to stop.

It is my obligation to notify the Treasurer of the Indianola Education Association prior to this notification being given, of my intent to stop the deduction.

D. The Board incurs no liability and will be held harmless in all aspects concerning this authorized deduction.

Social Security Number

Signature

FORM 3

LEAVE REQUEST

Distribution of Form

- (1) Employee
- (2) Appropriate Supervisor
- (3) Superintendent

 (Name) _____ (School) _____ (Date)
 TYPE OF LEAVE REQUESTED (to be completed by the Employee)

- _____ (1) PERSONAL LEAVE - without Pay
- _____ (2) PERSONAL LEAVE - with Pay
- _____ (3) PERSONAL LEAVE - at the cost of Substitute Pay (up to 4 days)
- _____ (4) BEREAVEMENT - with Pay
- _____ (5a) SERIOUS FAMILY ILLNESS - with Pay
- _____ (5b) IN-HOME CARE (up to 5 days)
- _____ (6) LEGAL - with Pay (documentation must accompany this form)
- _____ (7) JURY DUTY - with Pay
- _____ (8) ASSOCIATION BUSINESS - at the cost of Substitute Pay
- _____ (9) PROFESSIONAL LEAVE - with Pay (give reason below)
- _____ (10) ADOPTION LEAVE - at the cost of Substitute Pay
- _____ (11) RELIGIOUS LEAVE - time to be made up
- _____ (12) DISCRETIONARY LEAVE
- _____ (13) EXTENDED LEAVE
- _____ (14) SICK LEAVE-ADVANCED NOTICE

Date(s) of Requested Leave:

 Reason for Leave Request: (excluding 1, 2 & 3)

 Employee Signature

ACTION TAKEN (to be completed by Employer)

Acknowledged _____ Date _____
 Building Principal

Approved _____ Disapproved _____
 Superintendent of Schools or Designee

Date _____

Comments: _____

SCHEDULE A
Teacher Salary Schedule
2006-07

0	<u>BA</u>	<u>BA 15</u>	<u>BA 30</u>	<u>MA</u>	<u>MA 15</u>	<u>MA 30</u>
1	\$ 29,900	\$ 31,325	\$ 32,750	\$ 34,750	\$ 36,750	\$ 38,750
2	\$ 30,670	\$ 32,095	\$ 33,520	\$ 35,520	\$ 37,520	\$ 39,520
3	\$ 31,450	\$ 32,875	\$ 34,300	\$ 36,300	\$ 38,300	\$ 40,300
4	\$ 32,240	\$ 33,665	\$ 35,090	\$ 37,090	\$ 39,090	\$ 41,090
5	\$ 33,040	\$ 34,465	\$ 35,890	\$ 37,890	\$ 39,890	\$ 41,890
6	\$ 33,850	\$ 35,275	\$ 36,700	\$ 38,700	\$ 40,700	\$ 42,700
7	\$ 34,670	\$ 36,095	\$ 37,520	\$ 39,520	\$ 41,520	\$ 43,520
8	\$ 35,500	\$ 36,925	\$ 38,350	\$ 40,350	\$ 42,350	\$ 44,350
9	\$ 36,340	\$ 37,765	\$ 39,190	\$ 41,190	\$ 43,190	\$ 45,190
10	\$ 37,190	\$ 38,615	\$ 40,040	\$ 42,040	\$ 44,040	\$ 46,040
11	\$ 38,050	\$ 39,475	\$ 40,900	\$ 42,900	\$ 44,900	\$ 46,900
12	\$ 38,920	\$ 40,345	\$ 41,770	\$ 43,770	\$ 45,770	\$ 47,770
13	\$ 39,800	\$ 41,225	\$ 42,650	\$ 44,650	\$ 46,650	\$ 48,650
14	\$ 40,690	\$ 42,115	\$ 43,540	\$ 45,540	\$ 47,540	\$ 49,540
15	\$ 41,590	\$ 43,015	\$ 44,440	\$ 46,440	\$ 48,440	\$ 50,440
16		\$ 43,925	\$ 45,350	\$ 47,350	\$ 49,350	\$ 51,350
17		\$ 44,845	\$ 46,270	\$ 48,270	\$ 50,270	\$ 52,270
18		\$ 45,775	\$ 47,200	\$ 49,200	\$ 51,200	\$ 53,200
19				\$ 50,140	\$ 52,140	\$ 54,140
1	\$ 42,390	\$ 46,575	\$ 48,000	\$ 50,940	\$ 52,940	\$ 54,940
2	\$ 43,190	\$ 47,375	\$ 48,800	\$ 51,740	\$ 53,740	\$ 55,740
3	\$ 43,990	\$ 48,175	\$ 49,600	\$ 52,540	\$ 54,540	\$ 56,540
4	\$ 44,790	\$ 48,975	\$ 50,400	\$ 53,340	\$ 55,340	\$ 57,340

Phase II money shall be distributed per capita. The District shall make a good faith effort to complete computations on or before workshop days.

Beginning with the 2003-04 school year, employees in the BA Lane will not move into the career increment steps. Employees who entered the BA Lane career increment steps prior to the 2003-04 school year, will continue to receive payment based on these steps.

**SCHEDULE B
ASSOCIATES SALARY SCHEDULE**

Associate Schedule

<u>Level</u>	<u>Step</u>	<u>2005-2006</u>
I	1	\$8.00
	2	\$8.00
	3	\$8.00
	4	\$8.00
	5	\$8.00
II	6	\$8.75
	7	\$8.75
	8	\$8.75
	9	\$8.75
III	10	\$9.75
	11	\$9.75
	12+	\$9.75

* Study hall and Health associates will begin pay at Level III of the Associates Salary Schedule.

**SCHEDULE C
NURSES' SALARY SCHEDULE**

BSN	\$33,370
RN	\$37,200

SCHEDULE D
INDIANOLA ATHLETIC SALARY SCHEDULE
Based on percentage of salary base

	First Year Percentage	Percentage After First Year
Varsity (FB, BB, WR)	16.0	20.0
Asst. High School (FB, BB, WR)	9.5	12.0
Head Sophomore (FB, BB)	9.5	12.0
Asst. Sophomore (FB)	9.0	11.0
Varsity (Baseball, Softball, Track, Soccer, Swimming, VB)	13.5	15.5
Asst. Varsity (Baseball, Softball, Swimming, Track, Soccer, VB)	8.0	10.0
Head Sophomore (Baseball)	8.0	10.0
Asst. Sophomore (Baseball)	6.5	8.5
Varsity (CC, G, T)	9.0	12.0
Asst. High School (CC, G, T)	5.5	7.5
9th Grade Head (FB, BB, WR, Baseball, SB, VB)	7.5	9.5
9th Grade Asst. (FB, BB, WR, Baseball, SB, VB)	6.5	8.5
8th Grade Head (FB, BB, VB)	6.5	8.5
8th Grade Asst. (FB, BB, VB)	6.0	7.5
7th-8th Grade Head (Softball)	5.5	7.5
7th-8th Grade Asst. (Softball)	4.5	6.5
7th-8th Grade Head (WR, FB Heavy, FB Light)	6.5	8.5
7th-8th Grade Asst. (WR, FB Heavy, FB Light)	6.0	7.5
7th - 8th Grade Head (CC)	4.0	5.0
7th - 8th Grade Head (Track)	5.5	7.5
7th - 8th Grade Asst. (Track)	4.5	6.5
Equipment Manager (Fall)	9.5	12.0
Strength Coach (Fall)	6.0	7.0
Strength Coach (Winter)	6.0	7.0
Strength Coach (Spring)	6.0	7.0
7th Grade Head IM (BB)	5.5	7.0
7th Grade Asst. IM (BB)	3.5	5.0
7th Grade Head IM (VB)	5.5	7.0
7th Grade Asst. IM (VB)	3.5	5.0
Cheerleaders, Head Coach (summer/fall)	3.0	3.75
Cheerleaders, Asst. Coach (summer/fall)	2.0	2.75
Cheerleaders, Head Coach (winter/spring)	3.0	3.75
Cheerleaders, Asst. Coach (winter/spring)	2.0	2.75

Coaches with one year of previous coaching experience in the sport that they are being hired for will be placed on the second level.

SCHEDULE E
ACTIVITIES SUPPLEMENTAL SALARY SCHEDULE
Based on Percentage of Salary Base

	<u>% of base</u>
Instrumental, Senior High	12.5
Instrumental, Senior High, Assistant	6.0
Flag Squad – Marching Band	2.0
Instrumental, Middle School	7.5
Jazz Band I	5.5
Jazz Band II	4.0
Jazz Band, Middle School	4.0
Orchestra, Senior High	8.0
Orchestra, Middle School	3.0
Orchestra, Elementary	3.0
Vocal, Senior High	10.5
Vocal, Senior High Assistant	6.0
Vocal, Middle School (7 th & 8 th Grade)	7.0
Vocal, Middle School (6 th Grade)	3.0
Vocal, Elementary, fifth chorus	3.0
Vocal, Elementary	3.0
Show Choir, Senior High, Varsity	7.0
Show Choir, Senior High, JV	6.0
Show Choir, 8 th Grade	4.0
Show Choir, 7 th Grade	4.0
Musical (every other year beginning 1999-2000)	6.0
Drama, Senior High	9.0
Drama, Middle School	4.0
Speech, 9 th Grade Individual	2.0
Speech, 9 th Grade Group	2.0
Drama, Thespian Club	3.0
Speech, Senior High (individual) (10 th – 12 th Grade)	3.0
Speech, Senior High (large group) (10 th – 12 th Grade)	3.0
Academic Decathlon	4.0
Art Club/Art Gallery	5.0
Art Fair	2.0
Auditorium Club	4.0
Debate	6.0
Debate Assistant	3.0
Drill Team	3.0
FCCLA	4.0
FFA	4.0
MOC Club	3.0
Mock Trial	3.0
National Honor Society	3.0
Junior Class Prom	3.0
Student Council, Senior High	4.0
TV Production, Senior High	5.0
Yearbook, Middle School	3.0
Yearbook, Senior High	5.0
Newspaper, Senior High	3.5
Best Buddies	2.0
Service Corp	2.0

SCHEDULE F
SUMMER SCHOOL/CURRICULUM DEVELOPMENT SALARY SCHEDULE
PROJECTS

Supplemental Pay

1. Classroom teacher \$18.25 per hour
 Staff Development Teacher \$18.25 per hour
 Drivers Ed Instruction \$18.25 per hour
 Summer Music Instruction \$18.25 per hour

2. Approved Staff Development projects, Non-teaching Projects for each approved hour – \$14.70 per hour.

3. Approved Curriculum Development - \$16.25 per hour.

4. Extended contracts - \$16.00 per hour - \$560.00 per 35 hour week

SCHEDULE G
COVERING CLASSES FOR ANOTHER TEACHER

Any teacher who agrees to teach a class(es) for another teacher shall be compensated in the following manner: 0-30 minutes = \$8; 31-60 minutes = \$16; for time beyond 60 minutes, \$8 will be paid for each 30 minutes period of time, or portions thereof. However, this provision is not intended to apply when a teacher whose regularly-assigned students are not present in the classroom (for example, because of field trips, extracurricular or special events, senior week, etc.), when assigned to substitute during periods that the teacher would have had students in class.

AHLERS, COONEY, DORWEILER, HAYNIE, SMITH & ALLBEE, P.C.

ATTORNEYS AT LAW

100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2331
FAX 515 243 2149
515 243 7618

PHILIP J. DORWEILER
KONNETH H. HAYNIE
H. RICHARD SMITH
ROBERT G. ALLBEE
JOHN P. MCKINNEY, JR.
L. V. SCHENCK
RICHARD C. SANTI
EDGAR H. BITTLE
RONALD L. SUTPHIN
TERRY L. MONSON
LANCE A. COPPOCK

DAVID H. LUGENBELL
MARK W. BIERMAN
EDWARD W. ROEDERBURG
RANDALL H. STEFANI
ELIZABETH SUEDE KENNEDY
PATRICIA J. MARTIN
WAGNE R. HANSEN III
WILLIAM J. NOTH
DAVID SWENSON
LINDA L. JENSEN
PETER PASHLER

IRAM T. WENNER
JAMES B. MCALLISTER
R. MARK COY
STEVEN E. GALE
SCOTT M. GAMBSON
RONALD L. FUELLER
ANDREW J. BRACKEN
STEVEN L. SERGE
JEFFREY M. LAMBERT
MICHAEL J. EASON
CAROLE A. TELLOTTSON

GARY D. ADAMS
DEBRA S. TOWNSEND
MORLE WELMA FLORENCE

OF COUNSEL
PAUL F. AHLERS
JAMES EVANS COONEY

August 10, 1993

Mr. Tom Comfort
1302 West Iowa
Indianola, Iowa 50125

Dear Tom:

When the District administers Article XI(C) the District will allow the following:

A teacher who accumulates more than 35 college credits after earning a Bachelor's degree and before receiving his/her Master's degree may apply those college credits beyond 35 to movement on the salary schedule to the MA+15 or the MA+30 salary lanes if such credits have previously been relied upon for salary schedule placement pursuant to this contract.

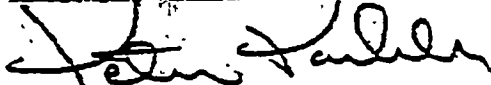
[Credits carried after BA (not included in MA program) + (MA program credits)] - 35 = placement on schedule after MA)

It shall be the teachers responsibility to initiate the change with the administration and to provide the necessary supporting documentation.

Respectfully,

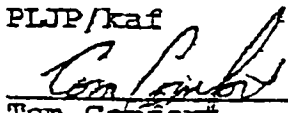
AHLERS, COONEY, DORWEILER,
HAYNIE, SMITH & ALLBEE, P.C.

By



Peter L. J. Pashler

PLJP/kaf



Tom Comfort

Acknowledge and Concur

AHLERS, COONEY, DORWEILER, HAYNIE, SMITH & ALLBEE, P.C.

ATTORNEYS AT LAW

100 COURT AVENUE, SUITE 500
DES MOINES, IOWA 50309-3331
FAX 515 243 2149
515 243 7611

PHILIP J. DORWEILER
KORNEITH H. HAYNIE
R. MICHAEL SMITH
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JOHN F. ROSSIGNOL, JR.
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DAVID H. LUGHBILL
MARK W. BOORMAN
EDWARD W. HENDERSON
RANDALL H. STEFANI
KELLYNETH GREGG KENNEDY
WALTER R. HANSEN III
WILLIAM J. HOTH
DAVID STANTON
LINDA L. JONES
JOHN D. HARTZ
PETER PASCHER

PAUL T. WEBBER
JAMES E. MCALISTER
R. MARK COY
GEOFFREY H. GAMBSON
RONALD L. PEELER
ANDREW J. BRACKEN
STEVEN L. GEORGE
MICHAEL L. EASON
CAROLE A. TILLOTSON
GARTH D. ADAMS
DEBRA TOWNSEND LIND

STEVEN H. RADEL
MICHAEL WILSON PLOMME

OF COUNSEL
PAUL F. AHLERS
JAMES EVANS COOPER

August 10, 1995

Mr. Dan Bertsch
Indianola Education Association
1304 East Second Avenue
Indianola, Iowa 50125

Re: Indianola Community School District
File No.: 10612.000

cc: Dan

The District shall ask for "volunteers" before assigning individuals pursuant to Article XXVII(D). The pay for these assignments shall be per the contract, regardless of whether the employee "volunteers" or is assigned.

Assignments shall not be considered as part of the in-school work year (Article IX(E)).

The parties agree that the District may have this work performed by non-bargaining unit personnel and at different compensation than that in the contract.

Very truly yours,

AHLERS, COONEY, DORWEILER,
HAYNIE, SMITH & ALLBEE, P.C.

By


Ronald L. Peeler

RLP/kaf

Dan Bertsch
Acknowledge and Concur

KFREEMAN47031

Mr. Ken Beane
Indianola Education Association
1304 E. 2nd Avenue
Indianola, Iowa 50125

Re: Indianola Community School District – High School Assignment Level

Dear Ken:

This letter is written following the discussions during collective bargaining regarding the assignment level at the high school for the 2005-06 school year.

For the 2005-06 school year, the assignment level at the high school will be six student contact periods (teaching and/or duty) out of eight periods. The remaining two periods will be used as a planning period and a conference period. During the conference period, the teacher will be available in the teacher's room or office, to provide assistance to study hall students (one-on-one or small group). The period to be designated as the conference period will be determined by the principal.

Very truly yours,
Ahlers & Cooney, P.C.

By 
Ron Peeler

Agreement:

 7/22/05
Ken Beane, As Representative of
Indianola Education Association